CMFS No:		

Mn/DOT Agreement No:

95707

Cooperative Agreement for Growth Management Mitigation Items as part of the St. Croix River Crossing Project between

The Minnesota Department of Transportation

And

St. Croix County, Wisconsin

This Agreement for growth management mitigation is between the Minnesota Department of Transportation, acting through its Commissioner of Transportation (Mn/DOT) and St. Croix County acting through its County Administrator.

Recitals

Whereas, Minnesota Statutes § 174.03, subd. 6, and Wisconsin Statutes § 66.0303 authorize the parties to enter into this Agreement; and

Whereas, Mn/DOT and the Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, Minnesota, as described in 2006 Supplemental Final Environmental Impact Statement (SFEIS); and

Whereas, the new river crossing has the potential to cause adverse environmental impacts on the natural, cultural, and historical resources of the St. Croix River, which is designated a National Wild and Scenic Riverway; and

Whereas, to avoid potential adverse impacts from accelerated growth in St. Croix County influenced by the Project, Mn/DOT, WisDOT, the Wisconsin Department of Natural Resources, and the Federal Highway Administration (FHWA) entered into a Memorandum of Understanding (MOU) for the Implementation of Growth Management Mitigation Items, attached and incorporated as Exhibit A.

Whereas, Exhibit A provides that the parties will implement certain measures to mitigate the adverse effects the new river crossing will have within the Riverway watershed in St. Croix County; and

Whereas, St. Croix County agrees to implement certain of the agreed-upon mitigation items, including protection of natural, cultural and historic resources in the Riverway Watershed in St. Croix County and Mn/DOT agrees to pay \$2.25 million to assist with such resource protection efforts; and

Whereas, the parties are entering into this Agreement to facilitate the transfer of the agreed-upon sum, described in Exhibit A, from Mn/DOT to St. Croix County.

Now therefore, the parties agree as follows:

Agreement

1. Payment

1.1. Upon issuance of the notice of contract approval to the contractor for the new St. Croix River Bridge, Mn/DOT will provide a lump sum payment of \$2.25 million to St. Croix County. St. Croix County will apply this money to resource protection efforts within the Riverway watershed as set forth in the MOU, attached as Exhibit A.

95707

1.2. It is the goal of this Cooperative Agreement that all recipients of funds in this Agreement expend or commit all such funds within five years of receipt, subject to extension. Any extensions will be subject to approval by Mn/DOT, WisDOT and FHWA, by the parties who executed and approved this Agreement, or their successors in office. Mn/DOT will use its best efforts to secure approval of an extension by the FHWA. The receipt of any funds under this Agreement that are not expended or obligated to a specific proposal for a Mitigation Activity contained in this Agreement within five years after receipt, or by the expiration of any extensions under this section, will be immediately returned to Mn/DOT.

2. Agreement between the Parties

- **2.1.** St. Croix County agrees to implement the mitigation items identified as St. Croix County's responsibilities in accordance with the relevant provisions of the MOU, attached as Exhibit A.
- 2.2. In addition to any monitoring and reporting requirements set forth in the MOU, St. Croix County will provide Mn/DOT with quarterly reports progress reports detailing the status of the growth management mitigation efforts. These quarterly reports will continue until all expenditures under this Agreement are completed.

3. Term of Agreement; Survival of Terms; Incorporation of Exhibit

- **3.1.** *Effective date:* This Agreement is effective on the date last signed by the parties hereto, including all necessary Mn/DOT, St. Croix County, and other officials of each party as required by their respective state laws (including Minnesota Statutes § 16C.05, subdivision 2).
- **3.2.** Expiration date: This Agreement will expire five years from the date of disbursement of funds by Mn/DOT, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this contract.
- 3.3. *Exhibits*. Exhibit A is attached and incorporated into this Agreement.

4. Authorized Representatives.

- **4.1.** Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.
- **4.2.** *For Mn/DOT*. Mn/DOT's Authorized Representative is:

Mark Hagen, 1500 West County Road B2, Roseville, MN 55113, 651/234-7686, or his successor.

Mn/DOT's Mitigation Project Managers are:

Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-7714, or his successor, and Jon Solberg, 1500 West County Road B2, Roseville, MN 55113, 651/234-7792, or his successor.

4.3 For St. Croix County. St. Croix County's Authorized Representative is

Pete Kling, Planning & Zoning Director, 1101 Carmichael Road, Hudson, WI 54016, 715/386-4672, or his successor.

5. Assignment, Amendments, Waiver, and Agreements Complete

5.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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- **5.2.** *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **5.3.** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **5.4.** Agreement Complete. This Agreement contains the results of all prior negotiations and agreements between Mn/DOT and St. Croix County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and omissions and the results thereof. The liability of Minnesota will be governed by Minnesota Statutes 3.736 and other applicable law. The liability of Wisconsin is governed by Wisconsin Statutes §§ 893.80 - 893.82, §895.46 and other applicable law. Nothing in this Agreement will be construed as a waiver by either party of its sovereign immunity or of any limitations of liability afforded to either party by its respective state law.

7. Mn/DOT Audits

Under Minnesota Statutes § 16C.05, subd. 5, and to the extent permitted by Wisconsin law, St. Croix County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Mn/DOT's Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Wisconsin Public Records Law / Minnesota Government Data Practices Act

Minnesota must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Minnesota under this Agreement. All data submitted to Mn/DOT by St. Croix County will be subject to this Act. Wisconsin must comply with the Wisconsin Public Records Law, Wisconsin Statutes. §§ 19.31 through 19.39, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Wisconsin under this Agreement. All data submitted to St. Croix County by Mn/DOT will be subject to this Law.

9. Termination

- **9.1** Termination may only be allowed by mutual agreement of the parties or for insufficient funding as set forth in 9.2 below.
- 9.2 Mn/DOT may immediately terminate this Agreement, anytime prior to the disbursement of funds, if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice. Mn/DOT has no obligation to pay for any services that are provided after notice and effective date of termination. Mn/DOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Mn/DOT must provide St. Croix County notice of the lack of funding within a reasonable time of Mn/DOT's receiving that notice.

10. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in

Mn/DOT Agreement No:	95707
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performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MN/DOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed:	for Co-
Date:	Will be BY 14 mines
CFMS Cor	stract No.

MINNESOTA DEPARTMENT OF TRANSPORTATION

Recommended for Approval by:

By:	ORIGINAL SIGNED BY	
Title:	(With addings to diswith prity)	
Date:	9/21/12	

COMMISSIONER OF ADMINISTRATION
Approved By: () By: ////////////////////////////////////
Title:
Date: 25, 21/2

ST. CROIX COUNTY

The undersigned certify that they have lawfully executed this Agreement on behalf of the St. Croix County as required by applicable charter provisions, resolutions or ordinances.

Ву:		
Title:		
Date:		
Title:	County Administrator	

By: Abuar hompse-

Date: 4-19-12

St. Croix River Crossing Project <u>Memorandum of Understanding</u> For the Implementation of Growth Management Mitigation Items

Between the Wisconsin Department of Natural Resources (WisDNR),

The Minnesota Department of Transportation (Mn/DOT),

The Wisconsin Department of Transportation (WisDOT)

And the Federal. Highway Administration (FHVVA)

The St. Croix River Crossing Project (Project) is located between the City of Oak Park Heights; in Washington County, Minnesota and the Town of St. Joseph in St. Croix County, Wisconsin, The Project also includes construction in the cities of Stillwater and Bayport. The Project crosses the federally designated Lower St. Croix National Scenic Riverway and its associated outstanding scenic, recreational and geologic values. This project was selected as one of thirteen federally designated Priority Projects under President Bush's Executive Order #13274 elevating the project's visibility and significance nationally.

The Project is located in rapidly growing communities of St. Croix County, Wisconsin, which is one of Wisconsin's fastest growing areas and Washington County, Minnesota which is located within the Twin Cities metropolitan area. Parties to this Memorandum of Understanding (MOU) recognize that to improve the protection and enhancement of the area's unique natural, cultural and historic resources, an important connection exists between local land use decisions and the tools available to create well-informed decisions. This MOU provides financial support for the development of various studies, plans, tools and activities to help address the needs of local governments to improve their abilities to manage growth.

I. PURPOSE/GOAL

In order to address the potential negative impacts to area resources, including water resources, and specifically the Lower St. Croix National Scenic Riverway, from accelerated growth in St. Croix County influenced by the Project, a primary purpose of this MOU is to provide support to assist local governments in managing growth through local plans, ordinances and other related tools. The goal of this MOU is to promote natural, cultural and historic resource protection in the St. Croix River watershed, thus helping to preserve water quality and scenic values. In recognition of its expertise in environmental protection and stewardship, the WisDNR has been identified as the agency best suited to lead the activities covered under this MOU.

As part of the Project, Mn/DOT will pay the following amounts, as specified in this MOU: \$400,000 to WisDNR; \$2.25 million to St. Croix County for its own use or distribution to others under this MOU; and \$50,000 to the University of Wisconsin-River Falls (UW-River Falls) to help meet this goal. For

administrative efficiency, the source of all funds to be provided under this MOU will be from Mn/DOT Project appropriations. Recipients shall deposit any monies received pursuant to this MOU in accounts to be used specifically to accomplish the activities described in this MOU. The account established by St. Croix County shall be known as the "St. Croix River Crossing Project Growth Management MOU Fund" (FUND).

H. ADMINISTRATION

- A. Authority and Responsibility. In its leadership role for this MOU, WisDNR has the responsibility to review and concur with proposals made by St. Croix County, the Town of St. Joseph and UW-River Falls prior to expenditure of funds earmarked for their respective use. WisDNR also has the responsibility to review and. concur with any proposals submitted by State Trunk Highway (STH) 64 Corridor Communities (Town of St. Joseph, Town of Somerset, Village of Somerset, City of New Richmond, Village of Star Prairie and Village of Deer Park) under the "Study of Sanitary Wastewater Treatment Facility Needs" and . "Planning, Ordinance Development and Implementation. of Local Stonnwater Management Programs" sections of this MOU. As part of this review effort, WisDNR will consult with the Growth Management Advisory Team as described in paragraph C below.
- **B. Funding Arrangements.** Mn/DOT Project appropriations are the source of all funds to be provided under this MOU. Mn/DOT will negotiate and enter into specific agreements with WisDNR, St. Croix County and UW-River Falls. These agreements and any other agreements executed to accomplish the items in this MOU shall be done in accordance with applicable laws, describing the financial arrangements and administrative details to carry out the intentions expressed in this MOU. For administrative efficiency (except for the funds to be used by the WisDNR under Mitigation Activities III., A., iii., a., "Soil and Water Modeling and Monitoring" and for the funds to be used by UW-River Falls under III., B., ii., b., for work done under the Western Wisconsin Intergovernmental Collaborative) St. Croix County shall serve as fiscal agent for the Mitigation Activities contained in this MOU. The specific agreements referenced above may be finalized and funds transferred, but funds for use by St. Croix County, the Town of St. Joseph, UW-River Falls or any STH 64 Corridor Communities may not be expended until specific proposals for use are reviewed and concurred with by WisDNR, as described in paragraph A of this section.

In addition, no monies shall be provided to any of the earmarked recipients any earlier than 180 days following the Record of Decision for the Project. It is the goal of the parties to this MOU that all recipients of finds in this MOU expend or commit all such funds within five years of receipt. Any extensions will be subject to approval by Mn/DOT, WisDOT and FHWA. The recipient of any funds under this MOU that are not expended or obligated to a specific proposal for a Mitigation Activity contained in this MOU within five years after receipt, or by the expiration of any extension under this section, shall immediately return those funds to Mn/DOT.

C. Establishment of a Growth Management Advisory Team (TEAM). A • Growth Management Advisory Team (TEAM) shall be created for the purpose of providing advice to the WisDNR in its review of proposals by St. Croix County, the Town of St. Joseph, UW-River Falls, and the STH 64 Corridor Communities to implement actions described in this

MOU. WisDNR shall invite representatives from the. National Park Service, WisDOT, St. Croix Basin Water Resources Planning Team (chair or designee), St. Croix County, the Town of St. Joseph, UW-River Falls, Minnesota Center for Environmental Advocacy,. Wisconsin State Historic Preservation Officer and other interested groups to participate as members of the TEAM. WisDNR will convene the TEAM to determine final procedures and criteria for implethenting TEAM responsibilities. The TEAM will meet as needed to review proposals, hear progress reports, And; help resolve such disputes or other issues as may arise concerning the implementation of this MOU.

- **D.** Variation from MOU List of Activities. Members of the TEAM and/or other local governments may propose groWth management activities that vary from those described in 'Section III below. The WisDNR, in consultation with the TEAM, will consider such changes only if it is determined that such proposals would make an equal or greater contribution toward achievement of the primary goals of this MOU. WisDNR will seek agreement from Mn/DOT, WisDOT and FHWA for proposed changes in activities.
- **E.** Annual Reports. WisDNR will provide separate annual reports to Mn/DOT, WisDOT and FHWA in a mutually acceptable, format describing its activities, an account of its expenditures of funds, activities of the TEAM, activities funded pursuant to this MOU, and results achieved.
- **F. Local Government Participation.** This MOU provides for the allocation of significant portions of the FUND to be provided to St. Croix County and the Town of St. Joseph. Actions listed below describe the activities and funding amounts to be dispersed. To receive funding, St. Croix County and the Town of St. Joseph will submit proposals to •WisDNR describing how and when such funds will be used and expected benefits. St. Croix County and the Town of St.. Joseph have the option, and are encouraged, to submit joint partnership proposals betWeen themselves _ or involving others. Upon WisDNR concurrence in the
 - expenditure of funds, recipients: shall submit quarterly reports to WisDNR describing progress on activities, results and remaining elements. WisDNR shall include these quarterly reports in the annual report as noted in item E. above.
- G. **UW-River Falls Participation,** This MOU provides money to UW-River Falls to facilitate regional intergovernmental coordination on land use and environmental issues. UW-River Falls will submit an application to the WisDNR, who will consult with the TEAM to determine if actions proposed will achieve desired goals. Upon WisDNR concurrence, UW-River Falls may expend funds: and shall submit quarterly reports to WisDNR describing progress on activities, results and remaining elements. WisDNR shall include these quarterly reports in the annual report as noted in item E. above.

III. MITIGATION ACTIVITIES

The parties agree that the following kinds of activities are important to improving the growth management and environmental stewardship in the project area and that funds should be allocated as specified - except to the extent adjustments are made in the manner specified in Section II. D. of this MOU.

A. Water Resources Planning/Protection - \$1.2 Million

- 1. Introduction. The St. Croix Basin Water Resources planning Team (an interagency cooperative of federal, tribal, state, local and private partners referred- to hereinafter as the "Basin Team") has recommended a 20% reduction in total phosphorus loading to surface waters in the basin and has developed a comprehensive plan (2004) to achieve this goal: In 2004, the Basin Team jointly submitted, through the Governor of Wisconsin, an application to the U.S. Environmental Protection Agency (EPA) for a \$1.46 million grant under the 2005 Targeted Watersheds Grant Program to implement high priority phosphorus reduction strategies, which was not funded.
- 2. Recognition of the EPA Grant Request and Application. The parties to this MOU expressly recognize that the EPA application is an important request for advancing the water quality goals of the Lower St. Croix River watershed.. Parties will actively assist and support the Basin Team's efforts to obtain prompt funding for this application from the EPA and other sources as appropriate.
- **3. Fund Allocation.** WisDNR shall invite the Basin Team chair (or designee) to participate as a member of the TEAM before making final funding decisions, to assure consistency with water resources protection goals throughout the basin. These funds shall be allocated as follows:
 - **a. Soil and Water Modeling and Monitoring.** Mn/DOT shall pay \$400,000 to the WisDNR to assist the Basin Team in soil and water. modeling and monitoring of Lake St. Croix to help develop and implement phosphorus reduction strategies. WisDNR will consult with the Basin: Team to determine if, given the failure to receive a 2005 EPA Targeted Watersheds Grant or other factors, the funds would be more useful for other Basin Team identified water quality improvement projects. The Basin Team will be given the opportunity to submit a modified proposal for WisDNR and TEAM consideration.
 - b. Study of Sanitary Wastewater Treatment Facility Needs. Upon WisDNR concurrence, St. Croix County shall pay \$400,000 from the FUND to STH 64 Corridor Communities in St. Croix County to study sanitary wastewater treatment facility needs or upgrade/eXpansion alternatives that accommodate projected population growth while protecting human health and water resources. Upon the release of funds from Mn/DOT to St. Croix County, the WisDNR will notify these communities and invite them to submit proposals for funding. WisDNR will consult with the IEAM in review of such proposals. Upon WisDNR concUrrence with such. proposals, St. Croix County will arrange for the transfer of associated monies from the FUND to such communities. WisDNR expressly represents that receipt of these monies shall in no way affect eligibility of local communities for low-interest environmental loans

administered . by WisDNR for wastewater treatment construction/upgrades.

facility

As an alternative to, or in concert with, the activities described in the preCeding paragraph, upon WisDNR concurrence, in consultation with the TEAM, St. Croix County will distribute monies from' the FUND to conduct a broad regional evaluation of domestic wastewater disposal issues. This effort would include evaluation of current and projected future municipal and non-municipal wastewater discharges to surface waters and groundwater, review of existing surface and groundwater discharge standards, assessment of risks to human health and water quality and development of recommendations for a long-term, cost-effective and environmentally sound management approach. WisDNR shall determine the geographic scope and other details of such study in consultation with the TEAM, but the study must include, at a minimum, the Lower Apple River and Lower Willow River watersheds.

c. Planning, Ordinance Development and Implementation of Local Stormwater Management Programs. Upon WisDNR concurrence, St. Croix County shall pay \$400,000 from the FUND to STH 64 Corridor Communities for purposes of planning, ordinance development, and implementation of local stormwater management program(s) to protect surface water quality. Upon the release of funds from Mn/DOT for this MOU, WisDNR will notify these communities of this program and invite them to submit proposals for funding. WisDNR will consult with the TEAM in determining funding decisions, amounts and expected products. Upon concurrence by WisDNR in such proposals, St. Croix County will arrange for the transfer of associated monies from the FUND to such communities. The program may allow for local permit issuance, site inspections and enforcement through development of an Authorized Local Program pursuant to NR 216.415, Wis. Adrn. Code.

B. Local Government Planning/Zoning Support - \$1.0 Million

- 1. Introduction. St. Croix County. and UW-River Falls shall use monies provided under this section of the MOU to assist St. Croix County and the Town of St. Joseph to expand their capacity and effectiveness in local planning, zoning and educational programs to improve their abilities to manage growth.
- 2. Fund Allocation: As described. in earlier sections of this MOU, St. Croix County, the Town of St. Joseph and UW-River Falls will submit proposals for advance WisDNR review and concurrence, in consultation with the TEAM, before earmarked funds may be expended. These monies shall be allocated as follows:
 - a. St. Croix County shall pay \$200,000 from the FUND to the Town of St. Joseph and retain \$750,000 from the FUND to hire or contract for project staff and consultant services to assist in revising and/or developing local comprehensive plans, neighborhood plans, ordinances and other planning tools that will result in natural resource enhancement, pollution prevention, protection for historic properties, or other environmental protection.

b. Mn/DOT shall pay \$50,000 to UW-River Falls to help establish and implement natural resources and historic properties protection efforts ,of the Western Wisconsin Intergovernmental Collaborative (WWIC). The grant will supplement, but not replace, local government member financial support for the WWIC. The purpose of this organization is to enhance the quality of life in Pierce, Polk and St. Croix Counties of Wisconsin •by providing a long-term collaborative forum for its governmental jurisdictions, including villages, towns, cities and counties.

WWIC will share information, experiences and best practices on key issues and problems; serve as an "Issues Clearinghouse"; engage in regional problem-solving; develop a more visible regional identity; serve as a voice for the three-county region to influence public policy; help to provide advice and sharing of technical expertise from resources available at 1JW-River. Falls, UW-Extension and other sources; and explore opportunities for potential governmental cost-savings through shared resources.

WWIC planned actions include organizing and sponsoring quarterly programs/workshops used to bring in experts, facilitate focused problem solving and to disseminate targeted and region-specific educational materials on water quality, natural resources, historic properties, and other issues.

C. Greenspace Protection Program - \$500,000

The Town of St. Joseph and St. Croix County, Wisconsin are currently preparing Comprehensive Plans. Both plans will include proposals to develop and implement activities aimed at protecting rural character, surface and groundwater water quality and preserving wildlife habitat base and diversity of lands. The targeted goals of such programs should include: identification and protection of sensitive natural resource areas and environmental corridors; protection of wetlands and other groundwater recharge areas; identification and remediation to sources of surface water pollution from non-point discharges; protection and expansion of public recreation use opportunities; and addressing ways to minimize land use conflicts between urban and rural areas. As described in earlier sections of this MOU, the St. Croix County and the Town of St. Joseph will submit proposals for advance WisDNR review and concurrence, in consultation with the TEAM, before earmarked funds may be expended. St. Croix County shall pay money from the FUND as follows:

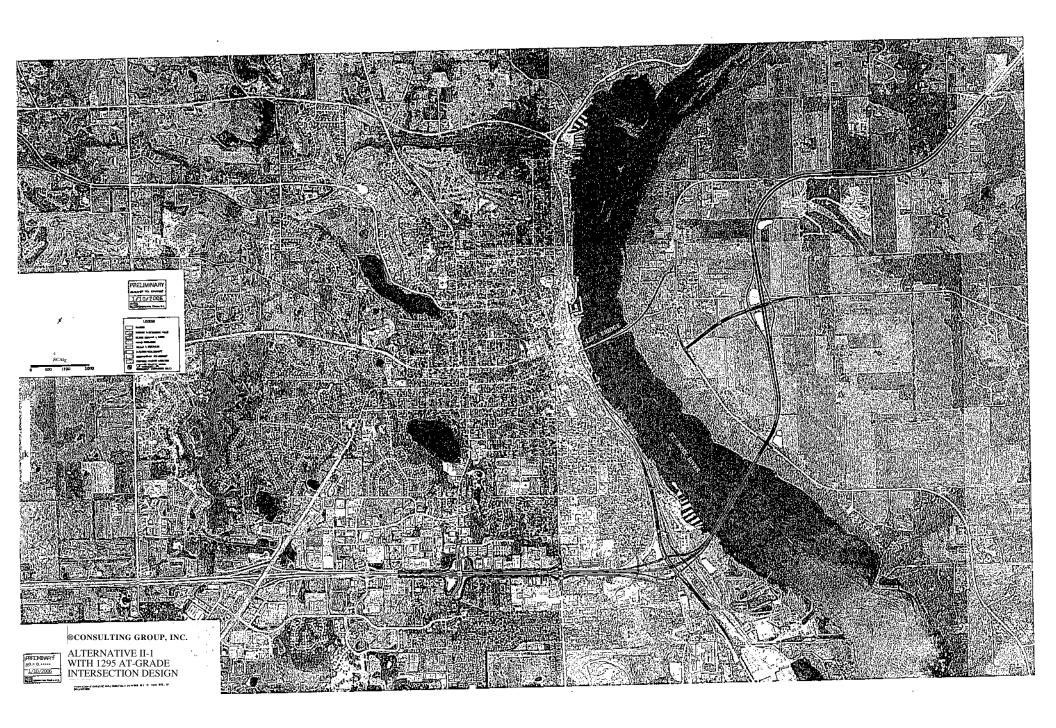
St. Croix County shall pay \$100,000 from the FUND to the Town of St. Joseph and retain \$400,000 from the FUND to develop and adopt plans, policies, educational outreach programs, and/or ordinances to protect open space consistent with the above goals, including but not limited to programs such as the purchase of fee title, the purchase/transfer of development rights or the purchase of conservation easements.

Attachments: Preferred Alternative Layout

Mitigation for Growth Management Impacts Graphic dated 03-31-06

Signatures signify agency concurrence with this Memorandum of Understanding

Wisconsin Department of Natural Resources	Minnesota Department of Transportation		
By:	Ву:		
Scott Hunirickhouse	Khani Sahebjam		
Director	Metro District Engineer		
West Central Region			
Date: <u>3/21/0(4</u> ,	Date: <u>7/7/7:00<</u>		
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By. Loug J. Ahones me	B y :		
L. Rhinwith	Thomas K. Sorel		
Regional Operations Manager	Division Administrator.		
Division of Transportation System Development			
Date: 00/A0	Date: <u>- 2-5 — D 6</u>		



ST. CROIX RIVER CROSSING PROJECT

GROWTH MANAGEMENT & ENVIRONMENTAL STEWARDSHIP MITIGATION ITEMS

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